IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

DONALD RAY JONES D/B/A EXPRESS OIL COMPANY Debtor	§ § § §	CASE NO. 09-60167-H2-7
W. STEVE SMITH, TRUSTEE OF THE ESTATES OF DONALD RAY JONES D/B/A EXPRESS OIL COMPANY Plaintiff	§ § § § § § §	
VS.	§ §	ADVERSARY. NO. _______
WEATHERFORD INTERNATIONAL L.P., Defendant	§ § §	

TRUSTEE'S COMPLAINT TO DETERMINE
VALIDITY, PRIORITY OR EXTENT OF LIEN IN PROPERTY

TO THE HONORABLE UNITED STATES BANRUPTCY JUDGE:

Comes now W. Steve Smith, Trustee ("Trustee") for the estate of Donald R. Jones d/b/a Express Oil Company ("Debtor"), and files this Complaint against Weatherford International L.P. ("Weatherford") respectfully showing unto the Court as follows:

1. This bankruptcy case was commenced as a Chapter 11 case on October 2, 2009. On September 27, 2010, the case was converted to Chapter 7 and Trustee was appointed.

2. Weatherford has alleged an Oil and Gas Well Lien (the "Lien"), in the amount of $193,479.13 (the "Lien Amount"), and judicial foreclosure of that Lien by Order Granting Final Summary Judgment signed on September 15, 2009 in Cause No. 2009-27325 out of the 113th Judicial District Court of Harris County, Texas (the "Order"), upon

> The oil and gas leasehold estate and working interest attributable to The Kimble Well #1H, RRC District No. 01, API No. 42-127-33554, situated in the T. Sanchez Survey, Abstract A-665, Survey Perpendiculars: 1549 feet SW line and 4582 feet from the NW line, Dimmitt County, Texas (the "Kimble Lease/Well").
>
> The Reyes Well #1, RRC District No. 01, API No. 42-127-33256, situated in the R. Reyes Survey, Abstract A-843; Survey Perpendiculars: 1949 feet SE line and 734 feet from the SW line, Dimmitt County, Texas. (the "Reyes Lease/Well").

The Order did not become final until after commencement of this bankruptcy case.

3. The Lien Affidavit is untimely filed and therefore invalid. All liens are nullities.

4. Of the invoices which comprise the Lien Amount, only $8,368.83 allegedly relates the Reyes Lease/Well, and this debt accrued no later than the 10th of October, 2008. On May 7, 2009, more than six (6) months after accrual of this indebtedness, Weatherford filed its Affidavit for Oil and Gas Well Lien. To reach the valuable Reyes Lease/Well (worth $100's of $1000's), Weatherford, knowingly and with the intent to present a false record imposing a lien so to realize significant financial gain at the cost of Debtor and his creditors, "lumped" totally unrelated invoices for services related to the Kimble Lease/Well, which has little or no value, and related to the Castellone Lease.

5. The Lien as to the Reyes Lease/Well is invalid.

6. Alternatively, the creation of the Lien upon the Reyes Lease/Well, to the extent done before bankruptcy, was a transfer without reasonably equivalent value in exchange, with Debtor engaged in continuing business with unreasonably small assets remaining, who intended to and did incur debts beyond his ability to repay and/or at a time when Debtor was or was rendered insolvent. At the time of the transfer there were other creditors.

7. As a result, the transfer was made to or for the benefit of Weatherford as a creditor, on account of an antecedent debt, while Debtor was insolvent, within 90 days before the

filing of the bankruptcy, that enabled Weatherford to receive more than if it, instead, had participated and received payment pursuant to the Bankruptcy Code provisions. Alternatively, the transfer to Weatherford was after commencement of the bankruptcy case and not authorized by Code or this Court.

8. Weatherford presented this Lien claim with knowledge that it is non-existent as to all property and is grossly overstated, as to the Reyes Lease/Well, and that, therefore, its assertion is fraudulent. The judgment relied upon by Weatherford was obtained by fraud upon the Court issuing the judgment and is presented to this Court with the same fraudulent intent and with the intent to financially injure this bankruptcy estate. Weatherford is therefore liable for $10,000 plus court costs, reasonable attorney's fees and exemplary damages.

9. The Court should determine the Lien as against all properties to be invalid. And as to the Reyes Lease/Well in addition void *ab initio* or is avoided pursuant to 11 U.S.C. § 544, 548, 547 and/or 549. The Court should further award to Trustee $10,000 and Court costs, reasonable attorney's fee and exemplary damages.

WHEREFORE, PREMISES CONSIDERED, Trustee prays for the relief requested herein and for such other and further relief as is just.

DATED the 8th day of November, 2010.

Respectfully submitted,

By: */s/ W. Steve Smith*

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CHAPTER 7 TRUSTEE